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ity over the District of Columbia. *U. S.* v. *Cornell*, 2 Mason (U. S. C. C.) 60. Whether there is a difference, as regards commerce, between the District and land under the exclusive control of the federal government used for dock-yards, etc, has not been considered. On principle there is no ground for such a distinction. The case follows a dissenting opinion of Miller, J., holding that commerce "among the states" is commerce between the citizens of one state and those of another *state*. See *Stoutenburgh* v. *Hennick*, *supra*.

LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — COVENANT AGAINST ASSIGNMENT. — A lease contained a covenant against assignment by the lessee or others having his estate in the premises. The lessee devised his interest to his executors upon certain trusts, and they transferred the estate to themselves as trustees. *Held*, that there is no breach of the covenant. *Squire* v. *Learned*, 81 N. E. 880 (Mass.).

Two views are possible as to the scope of a covenant against assignment. One is that only an alienation *inter vivos* by the lessee is forbidden; the other, that the covenant also forbids testamentary disposition. An early case took the distinction that, while in general a devise is a breach, it is permitted if the devisee be named executor. *Windsor* v. *Burry*, Dyer 45 *b*, note. This seems erroneous, since the executor as devisee is as distinct as any stranger from the executor as such. The only justification for the present decision must lie in the proposition that a devise of the leasehold estate is not a breach of a covenant not to assign. *Fox* v. *Swann*, Styles 482; *contra*, *Barry* v. *Stanton*, Cro. Eliz. 330. It is no breach for the lessee's administrator to transfer the estate to the next of kin, or to sell it as assets. *Seers* v. *Hind*, 1 Ves. Jr. 294. Hence it would seem that a true construction of the covenant should likewise allow a testamentary disposition by the lessee. The object of the covenant is to keep the term out of objectionable hands; and this purpose is as likely to be defeated if the lessee dies intestate as if he directs to whom it shall pass at his death.

LEGACIES AND DEVISES — ABATEMENT — LEGACY IN SATISFACTION OF A DEBT. — The testator bequeathed £3,000 to the trustees of his daughter's marriage settlement in satisfaction of his covenant to pay them £1,000. *Held*, that the legacy abated equally with other general legacies. *In re Wedmore*, [1907] 2 Ch. 277.

Priority of one general legacy over another is not allowed without clear proof that such was the testator's intention. *Appeal of the Trustees*, 97 Pa. St. 187. But a legacy sustained by valuable consideration is favored on the principle that the legatee is a purchaser for value. *Blower* v. *Morret*, 2 Ves. 420; *Reynolds* v. *Reynolds*, 27 R. I. 520. This seems correct when a bequest is made in satisfaction of an unliquidated claim against the testator's estate, for any excess of the legacy over the actual value of the claim is compensation to the creditor for waiving his chance of recovering a greater sum by litigation. See *Borden* v. *Jenks*, 140 Mass. 562, 564. This consideration does not apply, however, where the legatee's claim was already liquidated, since the creditor then runs no risk of loss by accepting the legacy instead of suing for his debt. There is then no basis for a conclusion that the legacy, at least any sum in excess of the testator's liability, was intended to be paid before bequests to volunteers, and the principal case seems correct. If, however, the legacy abates below the value of his claim, the legatee may waive it and recover as a creditor. See *Collins* v. *Cloyd*, 29 S. W. 735 (Ky.).

LIBEL AND SLANDER — ACTS AND WORDS ACTIONABLE — SUIT BY CORPORATION. — The defendants published an article which stated that an officer of the plaintiff corporation was an ex-criminal and "a tout sleek enough in his methods to have corralled bankers and brokers of unimpeachable legitimacy as clients for the New York Bureau of Information." *Held*, that the article is a libel *per se* for which the plaintiff may recover. *New York Bureau of Information* v. *Ridgway-Thayer Company*, 104 N. Y. Supp. 202 (App. Div.).